

SUMMARY STATEMENT

Thompson v. Burley Inn, Inc., Docket No. 49940

Burley Inn and its surety, Milford Casualty Insurance, appealed an Idaho Industrial Commission workers' compensation decision that awarded medical benefits to Burley Inn's employee, Nickole Thompson, based on the full invoice amount under the rule announced in *Neel v. Western Construction, Inc.*, 147 Idaho 146, 149, 206 P.3d 852, 855 (2009). In *Neel*, the Idaho Supreme Court held that, under Idaho Code section 72-432(1), employers and sureties must pay the full invoiced amount of a worker's compensation claim when: (1) the surety denies the claim; and (2) the claim is later deemed compensable by the Commission. Burley Inn and Milford Casualty argued that this Court should create an exception to the *Neel* "full invoice" doctrine in cases, like Thompson's, where Medicaid fully covered an injured worker's medical expenses, primarily because Medicaid providers are prohibited from balance billing (charging Medicaid recipients the difference between the Medicaid payment amount and the full invoice amount). Burley Inn and Milford Casualty asked this Court to reverse and remand the case to the Commission with directions to enter an award for the amount paid by Medicaid. The Idaho Supreme Court affirmed the Commission's decision. The Court held that the Commission did not err because the Court had already decided a very similar issue in two previous cases. The Court also upheld the *Neel* doctrine under the principles of *stare decisis*. Finally, the Idaho Supreme Court held that excluding Medicaid recipients from the *Neel* doctrine would undermine Idaho Code section 72-432.

******This summary constitutes no part of the opinion of the Court, but has been prepared by court staff for the convenience of the public.******